

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: CJO | TODAY'S DATE: 9/20/22

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 9/26/22

SPECIFIC AGENDA WORDING:

Consideration of Beneficiary Agreement Between Johnson County and Johnson County Family Crisis Center for the Distribution of ARPA Funds

COMMISSIONERS COURT

SEP 26 2022

Approved

PERSON(S) TO PRESENT ITEM:

Judge Harmon

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 minute
(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

AUDITOR: ✓

PERSONNEL:

BUDGET COORDINATOR: ✓

IT DEPARTMENT:

PURCHASING DEPARTMENT: ✓

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

BENEFICIARY AGREEMENT BETWEEN JOHNSON COUNTY AND Johnson County Family Crisis Center FOR THE DISTRIBUTION OF ARPA FUNDS

THIS AGREEMENT made, entered into and executed by and between Johnson County, Texas, a political subdivision of the State of Texas, referred to as "County" and the **Johnson County Family Crisis Center**, a nonprofit organizations in Johnson County, Texas.

WITNESSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state and local governments:

WHEREAS, on May 10, 2021, the United State Department of Treasury released an interim final guide on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund:

WHEREAS, Johnson County was allocated \$34,150,391 in ARPA funds, and received half of this amount in 2021 and the other half in 2022:

WHEREAS, the **Johnson County Family Crisis Center** and its employees have been and continue to be on the front line of the Covid-19 pandemic. The **Johnson County Family Crisis Center** has experienced **a significant decrease in monetary and in-kind donations** as specifically described in the memorandum provided herein as Exhibit "A";

WHEREAS, the **Johnson County Family Crisis Center** was not a recipient of ARPA funds to repave the road leading to the agency. This road allows all clients, staff, volunteers, and vendors to safety access the agency. Specifically, the **Johnson County Family Crisis Center** plans in Johnson County by utilizing ARPA funding;

WHEREAS, The **Johnson County Family Crisis Center** is a 501(c)(3) nonprofit organization, and is able to provide documentation as provided by the United States Internal Revenue Services; and

WHEREAS, the County has determined the **Johnson County Family Crisis Center** is an appropriate beneficiary to receive a grant of ARPA funds.

NOW, THEREFORE, County and the **Johnson County Family Crisis Center**, in consideration of these mutual covenants and agreements, agree as follows:

1. The purpose of this agreement is to enable County to provide a portion of its ARPA funding to the **Johnson County Family Crisis Center** as a beneficiary to enable the **Johnson County Family Crisis Center** to repave the road leading to the agency. This agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.

2. The **Johnson County Family Crisis Center** agrees that all funds received from County pursuant to this agreement shall be used for the purposes stated in paragraph 1.

3. The County agrees to provide the **Johnson County Family Crisis Center** with **\$30,000**. It is the intent of the parties that these funds will be used within one year from the effective date of this agreement. If any portion of the funds have not been used within one year from the effective date, the **Johnson County Family Crisis Center** will return the unused funds to County unless the **Johnson County Family Crisis Center** requests and receives an extension of time. One Hundred (100%) of the funds will be provided to **Johnson County Family Crisis Center** within two weeks after approval of this agreement by the parties.

4. The amount provided pursuant to this agreement does not obligate County to provide additional funds to the **Johnson County Family Crisis Center** for these or any other purposes in the future.

5. In order to ensure compliance with the existing ARPA and SLFRF (Coronavirus State and Local Fiscal Recovery Funds program) guidelines set forth by the US Treasury, while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US Treasury during the term of this Agreement, the **Johnson County Family Crisis Center** shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

6. The **Johnson County Family Crisis Center** shall provide to the County monthly progress reports documenting the project progress. The **Johnson County Family Crisis Center** shall provide to the County Auditor any invoices for work performed, goods and services, copies of cleared checks for payment of invoices, photographs, plans, designs, or any other documentation as deemed necessary by the County Auditor to show the projects progress. The **Johnson County Family Crisis Center** shall provide the requested documentation on or before the last business day of each successive month after the effective date of this agreement. The County may request additional information from the **Johnson County Family Crisis Center**, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury.

7. The **Johnson County Family Crisis Center** shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA. The parties agree that the County reserves the right to hire or consult with a 3rd Party for compliance with all state, federal, and local laws regarding the usage of ARPA funds. The **Johnson County Family Crisis Center** agrees to cooperate with any request for information, documentation, or other necessary actions to ensure ARPA compliance from either Johnson County, its contractors, or employees.

8. The **Johnson County Family Crisis Center** shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the **Johnson County Family Crisis Center** was reimbursed for unallowable costs

under this Agreement, the Johnson County Family Crisis Center agrees to promptly reimburse the County for such payments upon request

9. The Johnson County Family Crisis Center agrees to comply with any reporting obligations established by Treasury as they relate to this grant.

10. If the Johnson County Family Crisis Center uses any portion of the funds provided under this agreement for any purposes not directly related to the intended purpose of this agreement or uses the funds for a purpose not allowed by Texas law, County shall have the right to require a return of all or any portion of the funds so provided. If the Johnson County Family Crisis Center fails to provide any report required by this agreement or fails to provide any other documents requested by a Johnson County official pursuant to this agreement, County shall have the right to require a return of all or any portion of the funds so provided.

11. At no times while operating under this Agreement will any officers, employees, or volunteers of either entity be considered employees or agents of the other entity.

12. It is expressly understood and agreed that no provision of this agreement is in any way intended to constitute a waiver by either party of any immunity from suit or liability that the parties or any of their officers and employees may have by operation of law.

13. This agreement shall be construed to effectuate the purpose stated in Section I. If any provision of this agreement is declared unconstitutional, or the applicability to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and applicability to the other persons and circumstances shall not be affected.

14. The parties to this agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

15. The parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations in any manner affecting this agreement.

16. It is mutually understood that nothing in this Agreement is intended or shall be construed in any way creating or establishing the relationship of partners between the parties hereto, or as constituting either party as an agent or representative of the other party for any purpose or in any manner whatsoever.

17. **INDEMNIFICATION: THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AMENDED AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.**

THE Johnson County Family Crisis Center SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH Johnson County Family Crisis Center EXERCISES CONTROL, PERFORMED UNDER THIS AMENDED AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUB Johnson County Family Crisis Center OR SUPPLIER; COMMITTED BY Johnson County Family Crisis Center OR ANOTHER ENTITY OVER WHICH Johnson County Family Crisis Center EXERCISES CONTROL.

THE Johnson County Family Crisis Center SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY Johnson County Family Crisis Center OR ANOTHER ENTITY OVER WHICH THE Johnson County Family Crisis Center EXERCISES CONTROL.

THE Johnson County Family Crisis Center SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF Johnson County Family Crisis Center OR ANOTHER ENTITY OVER WHICH Johnson County Family Crisis Center EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE THE Johnson County Family Crisis Center PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH Johnson County Family Crisis Center IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

THE Johnson County Family Crisis Center SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEY'S FEES) FOR INURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF Johnson County Family Crisis Center AND ANY SUB Johnson County Family Crisis Center OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS, SUBCONTRACTORS, AND EMPLOYEES.

THE Johnson County Family Crisis Center SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM ALL DAMAGES, EXPENSES, SUITS,

ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AMENDED AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AMENDED AGREEMENT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE Johnson County Family Crisis Center OR ANOTHER ENTITY OVER WHICH THE Johnson County Family Crisis Center EXERCISES CONTROL, Johnson County Family Crisis Center SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

18. The exclusive venue for any action under or related to this Beneficiary Agreement is in state district courts in Johnson County, Texas or the Federal District Courts in Dallas, Texas.

19. This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to the activities covered by this agreement

EFFECTIVE DATE: The 26 day of September, 2022.

Johnson County

By: 
Roger Harmon
Johnson County Judge


ATTEST:

By: 
Becky Ivey
Johnson County Clerk



THE Johnson County Family Crisis Center

By:



Jerri Vaughn
Chief Executive Officer



**FAMILY
CRISIS CENTER**
JOHNSON COUNTY

EXHIBIT A

Outreach numbers declined at the onset of COVID due to fear of contracting the virus by our clients. While all therapists and case managers remained in place to provide services, initial client numbers dropped off. That trend did not last long and by the end of July, outreach client numbers had reached an all-time high as the effects of COVID on family violence, child abuse and depression were soaring.

Additionally, the community education and prevention components of the agency were drastically affected as no group gatherings were taking place. This affects the ability for the crisis center to promote the work and services provided by the agency. Once again, grant outputs are affected.

All variables have had a tremendous impact on the agency financially, programmatically, and administratively.

All green areas are Post-COVID 19. The only category that shows an increase, is the number of clients being served through the outreach counseling/case management/psychoeducational group category. In-Kind donations have decreased by just over 50% while monetary donations have decreased by almost 75% since the on-set of COVID.

As you can see, while funding and donations have decreased, the need for services from those in our community continues to grow. Community members are reporting an increase in family violence, sexual assault, and child abuse. Referrals from CPS are on the climb. The number of child victims has increased so much that other positions had to be eliminated to fund another full-time licensed child therapist to meet this demand. While many community members only see the emergency shelter portion of the crisis center's services, much of the work we do at the crisis center is in the outreach or non-residential program. This program is for anyone, adult or child, male or female, who has experienced family violence, sexual assault or child abuse at any point in their lives.

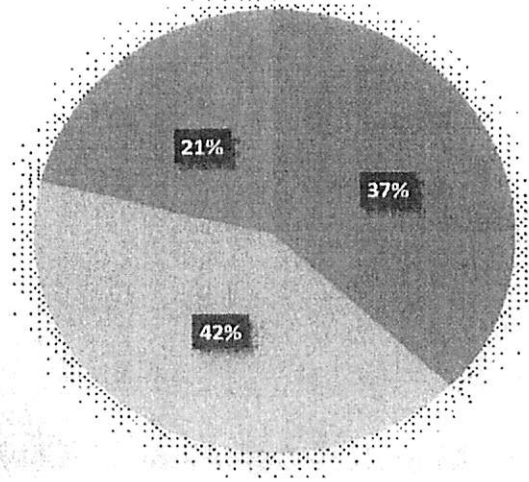
Currently, the center has three full-time and one part-time therapists as well as four counseling interns. All these positions stayed booked. Additionally, licensed case managers provide intensive services for those needing resources and intervention to help them navigate life after abuse. The life skills, domestic violence and parenting classes provide much needed knowledge while working in a group atmosphere. These skills can then be put into practice in their homes and with their children and families. In seeing the positive impact these services have on the client base, the agency looks to expand on those services for the upcoming year as the need continues to grow. The agency utilizes a Trauma Informed Approach to service delivery. Helping clients live abuse free and independently while becoming self-sufficient and healthy is the goal of our programs.



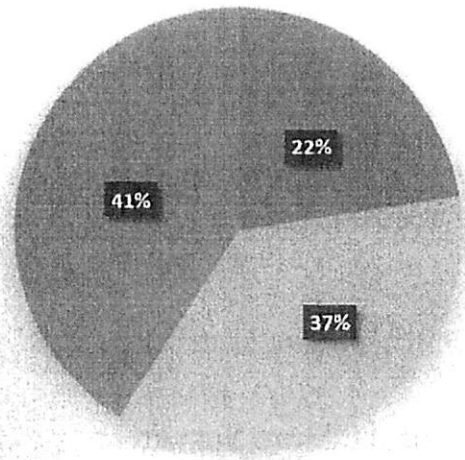
**FAMILY
CRISIS CENTER**
JOHNSON COUNTY

EXHIBIT A

Shelter Occupancy Days

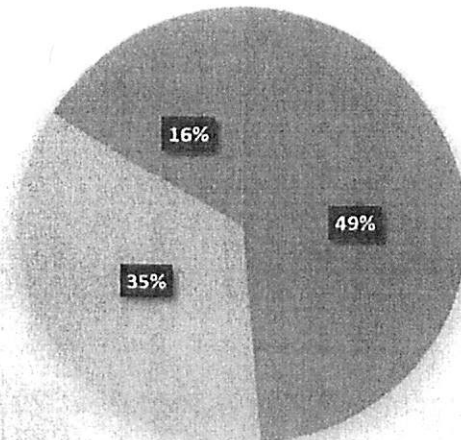


New Outreach Clients



■ FY19
■ FY20
■ FY21

Community Education/Prevention Activities



■ FY19
■ FY20
■ FY21



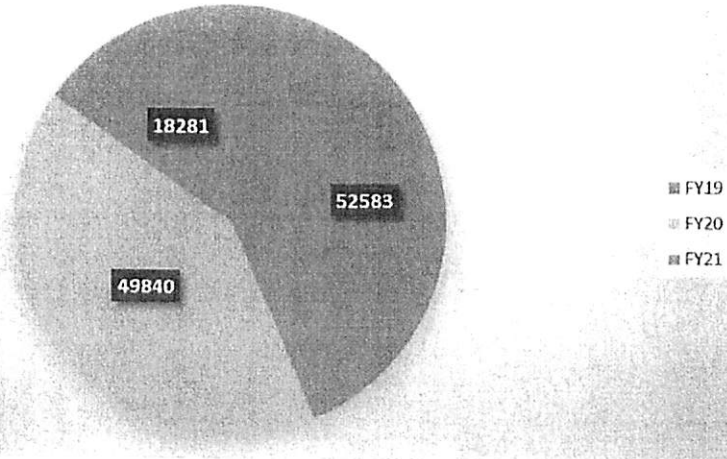
**FAMILY
CRISIS CENTER**
JOHNSON COUNTY

EXHIBIT A

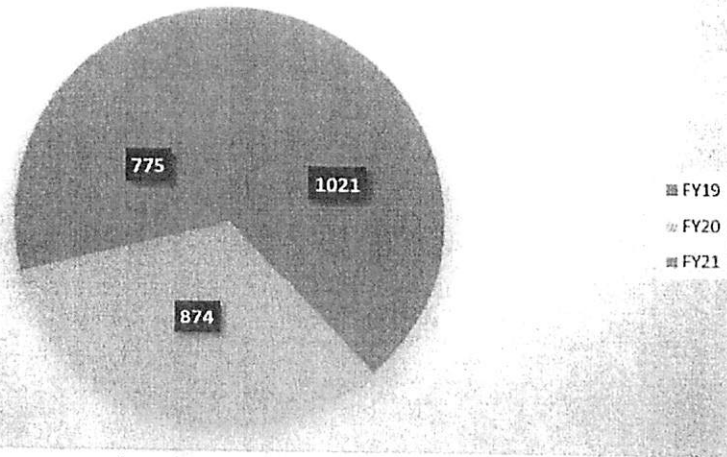
In-Kind Goods



Monetary Donations



Total Clients Served



*All FY21 data is for the 9 month period of Sept. 1, 2020 through May 31, 2021.

CRISIS AFFECTS
INDIVIDUALS AND
FAMILIES IN MANY
WAYS:

Low self-esteem

Unresolved Childhood

Issues

Relationship Problems

Parent-Child Problems

Family Violence

Child Abuse

Elderly Abuse

Depression

Anxiety and Panic

Disorders



Family Crisis Center
PO Box 43
Cleburne, Texas 76033

familycrisisjc.org

johnsoncountyfamilycrisis
on FaceBook

24-Hour Hotline:
817-641-2332

Office: 817-558-7171

Fax: 817-641-7595

E-mail:
info@familycrisisjc.org



Free/Professional
24-Hour
Family Violence and
Sexual Assault Services
100% Confidential



- ⇒ 24-Hour Family Violence and Sexual Assault Intervention
- ⇒ Crisis Intervention
- ⇒ Children's Services
- ⇒ Emergency shelter for qualifying survivors
 - ⇒ Resources
 - ⇒ Support Groups
- ⇒ Therapeutic Counseling
 - ⇒ Legal Advocacy
 - ⇒ Hospital Advocacy
 - ⇒ Community Education
- ⇒ Dating Violence Intervention



Founded in 1983, the Family Crisis Center's mission is to eliminate family violence and sexual assault. We provide shelter and support services to enable survivors to live violence-free lives. Through educational programs, we will encourage active community participation in reforming the conditions and perceptions that perpetuate family violence and sexual assault. Our vision, leadership, and actions empower survivors to advance their roles, their rights, and their well-being.

TOGETHER WITH THE SUPPORT OF OUR COMMUNITY, THE CENTER MAKES A POSITIVE DIFFERENCE IN THE LIVES OF SURVIVORS.

THE FOLLOWING DONATIONS ARE ALWAYS ACCEPTED:

TOILETRIES

PAPER PRODUCTS

CLEANING PRODUCTS

GENTLY USED CLOTHING AND SHOES FOR ALL AGES

GENTLY USED SHEETS AND TOWELS

MATTRESS PROTECTORS (TWIN AND FULL)

VOLUNTEER HOURS

MONETARY DONATIONS OF ANY AMOUNT

FAMILY VIOLENCE AND SEXUAL ASSAULT ARE AGAINST THE LAW

Do you suffer physical abuse at the hands of your partner, including being kicked, punched, shoved or threatened with a weapon?

Are you constantly belittled, put down, humiliated or made fun of?

Are you being tracked/stalked?

Has someone touched you inappropriately?

Have you ever been or are you being sexually harassed at home, school or your workplace?

If you answered yes to any or all of these questions, the Family Crisis Center can help!



EXHIBIT A

American Rescue Plan Project Submission Form

Project Name- Road Repaving

Primary Point of Contact - Jerri Vaughn, Executive Director 817-558-7171
vaughnjerri@hotmail.com

Project Description - We propose the repaving of the road leading to the Family Crisis Center. The road was repaved about five years ago. After the significant freezing weather and snowstorm in February of 2021, it started to develop cracking and many large potholes. To repair the potholes and repave 910 -foot -long road, we have an estimate of \$19,000. That is for a single layer. To repave it with the recommended two coats, the estimate is \$30,000. That includes two levels of tar and two levels of gravel. This is work that must be done to enable our clients and staff to safely travel to the agency. Our agency serves victims of family violence and sexual assault. The coronavirus has exacerbated some of the biggest risk factors for family violence. Families are often under financial pressures and the continued economic uncertainty has hindered their ability to cope. This may cause events to escalate. For some women and children, home is not a safe place. We serve approximately 1,200 people per year at our agency. We have clients who need shelter, however, many of our clients come for counseling, parenting classes, and case management. We received funding to help victims with housing, but they then must come in for case management. The last thing they need is to ruin a tire due to a pothole when they are reaching out for help.

Project Location – The road repairs will be on the 910 feet of private road leading to our facility at 660 County Road 903.

Project Budget – The road will cost \$30,000. This includes two layers of tar and two layers of gravel.

Project Timeframe – The work can start as soon as possible, allowing for weather. The project will be completed about two days. The funds will be expended as soon as the work is complete.